

SO ORDERED.



TIFFANY & BOSCO
P.A.

Dated: September 16, 2010

2525 EAST CAMELBACK ROAD

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CHARLES G. CASE, II
U.S. Bankruptcy Judge

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10-22593

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

No. 2:10-bk-24927-CGC

Joseph Lee VanWell and Miriam VanWell
Debtors.

Chapter 13

ORDER

Wells Fargo Bank, N.A.
Movant,

vs.

(Related to Docket #20)

Joseph Lee VanWell and Miriam VanWell,
Debtors, Russell A. Brown, Trustee.

Respondents.

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated May 30, 2006 and recorded in the office of the
3 Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Joseph Lee
4 VanWell and Miriam VanWell have an interest in, further described as:

5 PARCEL 1:

6 COMMENCING at the center quarter corner of Section 27, Township 2 South, Range 7 East of
7 the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

8 THENCE North 89 degrees 09 minutes 16 seconds East (Basis of Bearings) along the East-West
9 midsection line of said Section 27, a distance of 676.80 feet to the TRUE POINT OF
10 BEGINNING;

11 THENCE continuing North 89 degrees 09 minutes 16 seconds East, 251.55 feet to a point from
12 which the East quarter corner of said Section 27 bears North 89 degrees 09 minutes 16 seconds
13 East, 1702.79 feet distant therefrom;

14 THENCE South 00 degrees 29 minutes 40 seconds East, 244.64 feet;

15 THENCE South 89 degrees 09 minutes 16 seconds West, being parallel with the East-West
16 midsection line of Section 27, a distance of 250.15 feet to a point from which a point on the
17 Southerly line of the North half of the Southeast quarter of said Section 27, bears South 00
18 degrees 49 minutes 18 seconds East, 1075.24 feet distant therefrom;

19 THENCE North 00 degrees 49 minutes 18 seconds West, being parallel with the North-South
20 midsection line of said Section 27, a distance of 244.64 feet to the TRUE POINT OF
21 BEGINNING;

22 EXCEPT the Northerly 33.00 feet thereof.

23 PARCEL 2:

24 An easement for ingress, egress and public utilities:

25 COMMENCING at the center quarter corner of Section 27, Township 2 South, Range 7 East of
26 the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

THENCE North 89 degrees 09 minutes 16 seconds East (Basis of Bearings) along the East-West
midsection line of said Section 27, a distance of 928.35 feet to a point from which the East quarter
corner of said Section 27 bears North 89 degrees 09 minutes 16 seconds East, 1702.79 feet distant
therefrom;

THENCE South 00 degrees 29 minutes 40 seconds East, 33.00 feet to the TRUE POINT OF
BEGINNING;

THENCE North 89 degrees 09 minutes 16 seconds East, being parallel with and 33.00 feet
Southerly of the East-West midsection line of Section 27, a distance of 20.00 feet;

1 THENCE South 00 degrees 29 minutes 40 seconds East, 424.31 feet;

2 THENCE South 89 degrees 09 minutes 16 seconds West being parallel with the said East-West
3 midsection line of Section 27, a distance of 40.00 feet;

4 THENCE North 00 degrees 29 minutes 40 seconds West, 424.31 feet;

5 THENCE North 89 degrees 09 minutes 16 seconds East, parallel with and 33.00 feet Southerly of
6 the said East-West midsection line of Section 27, a distance of 20.00 feet to the TRUE POINT OF
7 BEGINNING;

8 EXCEPT any portion lying within Parcel No. 1 above.

9 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
15 to which the Debtor may convert.